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108TH CONGRESS
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H. R. 2907

[Report No. 108-379]

To provide for a land exchange in the State of Arizona between the Secretary of Agriculture and Yavapai Ranch Limited Partnership.

IN THE HOUSE OF REPRESENTATIVES

JULY 25, 2003

Mr. RENZI (for himself and Mr. HAYWORTH) introduced the following bill;
which was referred to the Committee on Resources

NOVEMBER 18, 2003

Reported with an amendment, committed to the Committee of the Whole
House on the State of the Union, and ordered to be printed

[Strike out all after the enacting clause and insert the part printed in italic]

[For text of introduced bill, see copy of bill as introduced on July 25, 2003]

A BILL

To provide for a land exchange in the State of Arizona
between the Secretary of Agriculture and Yavapai Ranch
Limited Partnership.

1 *Be it enacted by the Senate and House of Representa-*
2 *tives of the United States of America in Congress assembled,*

1 **SECTION 1. SHORT TITLE.**

2 *This Act may be cited as the “Northern Arizona Na-*
3 *tional Forest Land Exchange Act of 2003”.*

4 **SEC. 2. FINDINGS AND PURPOSES.**

5 (a) *FINDINGS.*—*Congress finds that—*

6 (1) *certain parcels of private land in the ap-*
7 *proximately 170 square miles of land commonly*
8 *known as the “Yavapai Ranch” and located in*
9 *Yavapai County, Arizona, are intermingled with Na-*
10 *tional Forest System land owned by the United States*
11 *and administered by the Secretary of Agriculture as*
12 *part of Prescott National Forest;*

13 (2) *the private land is owned by the Yavapai*
14 *Ranch Limited Partnership and the Northern*
15 *Yavapai, L.L.C., in an intermingled checkerboard*
16 *pattern, with the United States or Yavapai Ranch*
17 *Limited Partnership and the Northern Yavapai,*
18 *L.L.C., owning alternate square mile sections of land*
19 *or fractions of square mile sections;*

20 (3) *a significant portion of the private land*
21 *within the checkerboard area (including the land lo-*
22 *cated in or near the Pine Creek watershed, Juniper*
23 *Mesa Wilderness Area, Haystack Peak, and the Luis*
24 *Maria Baca Float No. 5) is located in environ-*
25 *mentally valuable areas that possess attributes for*
26 *public management, use, and enjoyment, including—*

1 (A) outdoor recreation;

2 (B) preservation of stands of old growth for-
3 est;

4 (C) largely unfragmented habitat for ante-
5 lope, deer, elk, mountain lion, wild turkey, and
6 other wildlife species;

7 (D) scientific research;

8 (E) rangeland;

9 (F) cultural and archaeological resources;
10 and

11 (G) scenic vistas;

12 (4) the checkerboard ownership pattern of private
13 and public land within Prescott National Forest im-
14 pedes sound and efficient management of the inter-
15 mingled National Forest System land;

16 (5) if the private land in the checkerboard area
17 is subdivided or developed, the intermingled National
18 Forest System land will become highly fragmented
19 and lose much of the value of the land for wildlife
20 habitat and future public access, use, and enjoyment;

21 (6) acquisition by the United States of certain
22 parcels of land that have been offered by Yavapai
23 Ranch Limited Partnership and the Northern
24 Yavapai, L.L.C., for addition to Prescott National

1 *Forest will serve important public objectives, includ-*
2 *ing—*

3 *(A) acquiring private land that meets the*
4 *criteria for inclusion in the National Forest Sys-*
5 *tem in exchange for land with lower public, envi-*
6 *ronmental, and ecological values;*

7 *(B) consolidating a large area of National*
8 *Forest System land to preserve—*

9 *(i) permanent public access, use, and*
10 *enjoyment of the land; and*

11 *(ii) efficient management of the land;*

12 *(C) minimizing cash outlays by the United*
13 *States to achieve the objectives described in sub-*
14 *paragraphs (A) and (B); and*

15 *(D) reducing administrative costs to the*
16 *United States through—*

17 *(i) consolidation of Federal land hold-*
18 *ings for more efficient land management*
19 *and planning;*

20 *(ii) elimination of approximately 350*
21 *miles of boundary between private land and*
22 *the Federal parcels; and*

23 *(iii) reduction of right-of-way, special*
24 *use, and other permit processing and*

1 issuance for roads and other facilities on
2 National Forest System land;

3 (7) parcels of National Forest System land have
4 been identified for conveyance to Yavapai Ranch
5 Limited Partnership or the Northern Yavapai,
6 L.L.C., through a land exchange because the parcels—

7 (A) have significantly lower recreational,
8 wildlife, ecological, and other public purpose val-
9 ues than the land to be acquired by the United
10 States; and

11 (B) are encumbered by special use permits
12 and rights-of-way for a variety of purposes (in-
13 cluding summer youth camps, municipal water
14 treatment facilities, sewage treatment facilities,
15 city parks, and airport-related facilities) that—

16 (i) limit the usefulness of the parcels
17 for general National Forest System pur-
18 poses; but

19 (ii) are logical for pass-through con-
20 veyances from Yavapai Ranch Limited
21 Partnership and the Northern Yavapai,
22 L.L.C., to the permit or right-of-way hold-
23 ers; and

24 (8) because there are limited water resources on
25 the National Forest System land available for future

1 *water users and the unlimited use of the water re-*
 2 *sources would have adverse long-term impacts on ex-*
 3 *isting and future water users and State water right*
 4 *holders and the Verde River and National Forest Sys-*
 5 *tem land conveyed by the United States, limits on*
 6 *water use should be established on the National Forest*
 7 *System land that—*

8 *(A) is located near the communities of*
 9 *Camp Verde, Cottonwood, and Clarkdale; and*

10 *(B) is to be conveyed by the United States*
 11 *to Yavapai Ranch Limited Partnership or the*
 12 *Northern Yavapai, L.L.C.*

13 *(b) PURPOSE.—The purpose of this Act is to authorize,*
 14 *direct, and facilitate the exchange of Federal land and non-*
 15 *Federal land between the United States, Yavapai Ranch*
 16 *Limited Partnership, and the Northern Yavapai, L.L.C.*

17 **SEC. 3. DEFINITIONS.**

18 *In this Act:*

19 *(1) CAMP.—The term “camp” means Camp*
 20 *Pearlstein, Friendly Pines, Patterdale Pines, Pine*
 21 *Summit, Sky Y, and YoungLife Lost Canyon camps*
 22 *in the State of Arizona.*

23 *(2) FEDERAL LAND.—The term “Federal land”*
 24 *means the land described in section 4(a)(2).*

1 (3) *MANAGEMENT PLAN.*—The term “Manage-
 2 ment Plan” means the land and resource manage-
 3 ment plan for Prescott National Forest.

4 (4) *NON-FEDERAL LAND.*—The term “non-Fed-
 5 eral land” means the approximately 35,000 acres of
 6 non-Federal land located within the boundaries of
 7 Prescott National Forest, as generally depicted on the
 8 map entitled “Yavapai Ranch Land Exchange Non-
 9 Federal Lands”, dated April 2002.

10 (5) *SECRETARY.*—The term “Secretary” means
 11 the Secretary of Agriculture.

12 (6) *YAVAPAI RANCH.*—The term “Yavapai
 13 Ranch” means—

14 (A) the Yavapai Ranch Limited Partner-
 15 ship, an Arizona Limited Partnership; and

16 (B) the Northern Yavapai, L.L.C., an Ari-
 17 zona Limited Liability Company.

18 **SEC. 4. LAND EXCHANGE.**

19 (a) *CONVEYANCE OF FEDERAL LAND BY THE UNITED*
 20 *STATES.*—

21 (1) *IN GENERAL.*—On receipt of an offer from
 22 Yavapai Ranch to convey the non-Federal land, the
 23 Secretary shall convey to Yavapai Ranch by deed ac-
 24 ceptable to Yavapai Ranch, subject to easements,
 25 rights-of-way, utility lines, and any other valid en-

1 *cumbrances on the Federal land in existence on the*
 2 *date of enactment of this Act and any other reserva-*
 3 *tions that may be agreed to by the Secretary and*
 4 *Yavapai Ranch, all right, title, and interest of the*
 5 *United States in and to the Federal land described in*
 6 *paragraph (2).*

7 (2) *DESCRIPTION OF FEDERAL LAND.—The Fed-*
 8 *eral land referred to in paragraph (1) shall consist of*
 9 *the following:*

10 (A) *Certain land comprising approximately*
 11 *15,300 acres located in Yavapai County, Ari-*
 12 *zona, as generally depicted on the map entitled*
 13 *“Yavapai Ranch Land Exchange Area Federal*
 14 *Lands”, dated April 2002.*

15 (B) *Certain land in the Coconino National*
 16 *Forest, Coconino County Arizona—*

17 (i) *comprising approximately 1,500*
 18 *acres located in Coconino National Forest,*
 19 *Coconino County, Arizona, as generally de-*
 20 *scribed on the map entitled “Yavapai Ranch*
 21 *Land Exchange Flagstaff Federal Lands-*
 22 *Airport Parcel”, dated April 2002; and*

23 (ii) *comprising approximately 28.26*
 24 *acres in 2 separate parcels, as generally de-*
 25 *scribed on the map entitled “Yavapai Ranch*

1 *Land Exchange Flagstaff Federal Lands—*
2 *Wetzel School and Mt. Elden Parcels*”,
3 *dated September 2002.*

4 *(C) Certain land referred to as Williams*
5 *Airport, Williams golf course, Williams Sewer,*
6 *Buckskinner Park, Williams Railroad, and Well*
7 *parcels numbers 2, 3, and 4, comprising ap-*
8 *proximately 950 acres, located in Kaibab Na-*
9 *tional Forest, Coconino County, Arizona, as gen-*
10 *erally depicted on the map entitled “Yavapai*
11 *Ranch Land Exchange Williams Federal*
12 *Lands”, dated April 2002.*

13 *(D) Certain land comprising approximately*
14 *2,200 acres located in Prescott National Forest,*
15 *Yavapai County, Arizona, as generally depicted*
16 *on the map entitled “Yavapai Ranch Land Ex-*
17 *change Camp Verde Federal Land—General*
18 *Crook Parcel”, dated April 2002.*

19 *(E) Certain land comprising approximately*
20 *820 acres located in Prescott National Forest in*
21 *Yavapai County, Arizona, as generally depicted*
22 *on the map entitled “Yavapai Ranch Land Ex-*
23 *change Camp Verde Federal Lands—Cotton-*
24 *wood/Clarkdale Parcel”, dated April 2002.*

1 (F) Certain land comprising approximately
2 237.5 acres located in Kaibab National Forest,
3 Coconino County, Arizona, as generally depicted
4 on the map entitled “Yavapai Ranch Land Ex-
5 change Younglife/Lost Canyon”, dated April
6 2002.

7 (G) Certain land comprising approximately
8 200 acres located in Prescott National Forest,
9 Yavapai County, Arizona, and including
10 Friendly Pines, Patterdale Pines, Camp
11 Pearlstein, Pine Summit, and Sky Y, as gen-
12 erally depicted on the map entitled “Yavapai
13 Ranch Land Exchange Prescott Federal Lands—
14 Summer Youth Camp Parcels”, dated April
15 2002.

16 (H) Perpetual, unrestricted, and nonexclu-
17 sive easements that—

18 (i) run with and benefit land owned by
19 or conveyed to Yavapai Ranch across cer-
20 tain land of the United States;

21 (ii) are for the purposes of—

22 (I) operating, maintaining, re-
23 pairing, improving, and replacing elec-
24 tric power lines or water pipelines (in-

1 cluding related storage tanks, valves,
2 pumps, and hardware); and

3 (II) providing rights of reasonable
4 ingress and egress necessary for the ac-
5 tivities described in subclause (I);

6 (iii) are 20 feet in width; and

7 (iv) are located 10 feet on either side of
8 each line depicted on the map entitled
9 “Yavapai Ranch Land Exchange YRLP Ac-
10 quired Easements for Water Lines”, dated
11 April 2002.

12 (3) *CONDITIONS.*—

13 (A) *PERMITS.*—Permits or other legal occu-
14 pancies of the Federal land by third parties in
15 existence on the date of transfer of the Federal
16 land to Yavapai Ranch shall be addressed in ac-
17 cordance with—

18 (i) part 254.15 of title 36, Code of Fed-
19 eral Regulations (or any successor regula-
20 tion); and

21 (ii) other applicable laws (including
22 regulations).

23 (B) *ESTABLISHMENT OF CONSERVATION*
24 *EASEMENTS ON CERTAIN PARCELS.*—

1 (i) *IN GENERAL.*—*To conserve water in*
2 *the Verde Valley, Arizona, and to minimize*
3 *the adverse impacts from future develop-*
4 *ment of the parcels described in subpara-*
5 *graphs (D) and (E) of paragraph (2) on*
6 *current and future users of water and hold-*
7 *ers of water rights in existence on the date*
8 *of enactment of this Act and the Verde*
9 *River and National Forest System land re-*
10 *tained by the United States, the United*
11 *States shall limit in perpetuity the use of*
12 *water on the parcels by establishing con-*
13 *servation easements that—*

14 (I) *prohibit golf course develop-*
15 *ment on the parcels;*

16 (II) *require that public parks and*
17 *greenbelts on the parcels be watered*
18 *with treated effluent;*

19 (III)(aa) *with respect to the par-*
20 *cel described in paragraph (2)(D),*
21 *limit total post-exchange water use to*
22 *not more than 700 acre-feet of water*
23 *per year; and*

24 (bb) *with respect to the parcel de-*
25 *scribed in paragraph (2)(E), limit*

1 *total post-exchange water use to not*
2 *more than 150 acre-feet of water per*
3 *year; and*

4 *(IV) require that any water used*
5 *for the parcels not be withdrawn from*
6 *wells perforated in the Holocene allu-*
7 *vium of the Verde River unless sup-*
8 *plied by municipalities or private*
9 *water companies; however any water*
10 *supplied by municipalities or private*
11 *water companies shall count toward*
12 *the water use limitations set out in the*
13 *preceding subclauses (III)(aa) and*
14 *(III)(bb).*

15 *(ii) RECORDATION.—The conservation*
16 *easements described in clause (i) shall be re-*
17 *corded in the title to parcels described in*
18 *subparagraphs (D) and (E) of paragraph*
19 *(2) that are conveyed by the Secretary to*
20 *Yavapai Ranch.*

21 *(iii) SUBSEQUENT CONVEYANCE.—*

22 *(I) IN GENERAL.—On acquisition*
23 *of title to the parcels described in sub-*
24 *paragraphs (D) and (E) of paragraph*
25 *(2), Yavapai Ranch may convey all or*

1 *a portion of the parcels to 1 or more*
2 *successors-in-interest.*

3 (II) WATER USE APPORTION-
4 *MENT.—A conveyance under subclause*
5 *(I) shall, in accordance with the terms*
6 *described in clause (i), include a re-*
7 *corded and binding agreement on the*
8 *amount of water available for use on*
9 *the parcel or portion of the parcel con-*
10 *veyed, as determined by the Yavapai*
11 *Ranch.*

12 (iv) ENFORCEMENT.—*The Secretary*
13 *shall enter into an assignment with a polit-*
14 *ical subdivision of the State of Arizona au-*
15 *thorizing the political subdivision to enforce*
16 *the terms described in clause (i) in any*
17 *manner provided by law. Until such time*
18 *as the Secretary executes the assignment,*
19 *the Secretary shall hold the conservation*
20 *easements.*

21 (v) LIABILITY.—

22 (I) IN GENERAL.—*Any action for*
23 *a breach of the terms of the conserva-*
24 *tion easements described in clause (i)*
25 *shall be against the owner or owners of*

1 *the parcel or portion of the parcel, at*
2 *the time of the breach, whose action or*
3 *failure to act has resulted in the*
4 *breach.*

5 (II) *HOLD HARMLESS.—To the*
6 *extent that the United States or a suc-*
7 *cessor-in-interest to the United States*
8 *no longer holds title to the parcels or*
9 *any portion of the parcels described in*
10 *subparagraph (D) or (E) of paragraph*
11 *(2), the United States or such suc-*
12 *cessor-in-interest shall be held harmless*
13 *from damages or injuries attributable*
14 *to any breach of the terms of the con-*
15 *servation easements described in clause*
16 *(i) by a subsequent successor-in-inter-*
17 *est.*

18 (b) *CONVEYANCE OF NON-FEDERAL LAND BY YAVAPAI*
19 *RANCH.—*

20 (1) *IN GENERAL.—On receipt of title to the Fed-*
21 *eral land, Yavapai Ranch shall simultaneously con-*
22 *vey to the United States, by deed acceptable to Sec-*
23 *retary and subject to any encumbrances, all right,*
24 *title, and interest of Yavapai Ranch in and to the*
25 *non-Federal land.*

1 (2) *EASEMENTS.*—

2 (A) *IN GENERAL.*—*The conveyance of non-*
3 *Federal land to the United States under para-*
4 *graph (1) shall be subject to the reservation of—*

5 (i) *perpetual and unrestricted ease-*
6 *ments and water rights that run with and*
7 *benefit the land retained by Yavapai Ranch*
8 *for—*

9 (I) *the operation, maintenance,*
10 *repair, improvement, development, and*
11 *replacement of not more than 3 wells*
12 *in existence on the date of enactment of*
13 *this Act;*

14 (II) *related storage tanks, valves,*
15 *pumps, and hardware; and*

16 (III) *pipelines to points of use;*
17 *and*

18 (ii) *easements for reasonable ingress*
19 *and egress to accomplish the purposes of the*
20 *easements described in clause (i).*

21 (B) *EXISTING WELLS.*—

22 (i) *IN GENERAL.*—*Each easement for*
23 *an existing well shall be—*

24 (I) *40 acres in area; and*

1 (ii) to the maximum extent prac-
2 ticable—

3 (aa) centered on the existing
4 well; and

5 (bb) located in the same
6 square mile section of land.

7 (ii) *LIMITATION.*—Within a 40-acre
8 easement described in clause (i), the United
9 States and any permittees or licensees of the
10 United States shall be prohibited from un-
11 dertaking any activity that interferes with
12 the use of the wells by Yavapai Ranch,
13 without the written consent of Yavapai
14 Ranch.

15 (iii) *RESERVATION OF WATER FOR THE*
16 *UNITED STATES.*—The United States shall
17 be entitled to $\frac{1}{2}$ the production of each ex-
18 isting or replacement well, not to exceed a
19 total of 3,100,000 gallons of water annually,
20 for watering wildlife and stock and for other
21 National Forest System purposes from the 3
22 wells.

23 (C) *REASONABLE ACCESS.*—Each easement
24 for ingress and egress shall be at least 20 feet in
25 width.

1 (D) *LOCATION.*—*The locations of the ease-*
2 *ments and wells shall be the locations generally*
3 *depicted on a map entitled “Yavapai Ranch*
4 *Land Exchange YRLP Reserved Easements for*
5 *Waterlines and Wells”, dated April 2002.*

6 (c) *LAND TRANSFER PROBLEMS.*—

7 (1) *FEDERAL LAND.*—*If a parcel of Federal land*
8 *(or a portion of the parcel) cannot be conveyed to*
9 *Yavapai Ranch because of the presence of hazardous*
10 *materials or if the proposed title to a parcel of Fed-*
11 *eral land (or a portion of the parcel) is unacceptable*
12 *to Yavapai Ranch because of the presence of threat-*
13 *ened or endangered species, cultural or historic re-*
14 *sources, unpatented mining claims, or other third*
15 *party rights under public land laws—*

16 (A) *the parcel of Federal land or portion of*
17 *the parcel shall be excluded from the exchange;*
18 *and*

19 (B) *the non-Federal land shall be adjusted*
20 *in accordance with section 5(c).*

21 (2) *NON-FEDERAL LAND.*—*If 1 or more of the*
22 *parcels of non-Federal land or a portion of such a*
23 *parcel cannot be conveyed to the United States be-*
24 *cause of the presence of hazardous materials or if the*

1 *proposed title to a parcel or a portion of the parcel*
2 *is unacceptable to the Secretary—*

3 *(A) the parcel of non-Federal land or por-*
4 *tion of the parcel shall be excluded from the ex-*
5 *change; and*

6 *(B) the Federal land shall be adjusted in*
7 *accordance with section 5(c).*

8 *(d) CONVEYANCE OF FEDERAL LAND TO CITIES AND*
9 *CAMPS.—*

10 *(1) IN GENERAL.—Following the acquisition of*
11 *the Federal land, Yavapai Ranch shall convey to the*
12 *cities of Flagstaff, Williams, and Camp Verde and the*
13 *camps the parcels of Federal land or portions of par-*
14 *cels located in or near the cities or camps under any*
15 *terms agreed to by Yavapai Ranch, the cities, and*
16 *camps before the date on which the exchange is com-*
17 *pleted.*

18 *(2) DELETION FROM EXCHANGE.—If Yavapai*
19 *Ranch and the cities or camps referred to in para-*
20 *graph (1) have not agreed to the terms and conditions*
21 *of a subsequent conveyance of a parcel or portion of*
22 *a parcel of Federal land before the completion of the*
23 *exchange, the Secretary, on notification by Yavapai*
24 *Ranch, the cities, or camps, shall delete the parcel or*
25 *any portion of the parcel from the exchange. Any par-*

1 *cel or portion of a parcel to be deleted may be config-*
 2 *ured by the Secretary to leave the United States with*
 3 *manageable post-exchange land and boundaries.*

4 (3) *EASEMENTS.—In accordance with section*
 5 *120(h) of the Comprehensive Environmental Re-*
 6 *sponse, Compensation, and Liability Act of 1980 (42*
 7 *U.S.C. 9620(h)), the United States shall reserve ease-*
 8 *ments in any land transferred to Yavapai Ranch.*

9 **SEC. 5. EXCHANGE VALUATION, APPRAISALS, AND EQUALI-**
 10 **ZATION.**

11 (a) *EQUAL VALUE EXCHANGE.—The values of the non-*
 12 *Federal and Federal land to be exchanged under this Act—*

13 (1) *shall be equal, as determined by the Sec-*
 14 *retary; or*

15 (2) *if the values are not equal, shall be equalized*
 16 *in accordance with subsection (c).*

17 (b) *APPRAISALS.—*

18 (1) *IN GENERAL.—The values of the Federal land*
 19 *and non-Federal land shall be determined by apprais-*
 20 *als using the appraisal standards in—*

21 (A) *the Uniform Appraisal Standards for*
 22 *Federal Land Acquisitions, fifth edition (Decem-*
 23 *ber 20, 2000); and*

24 (B) *the Uniform Standards of Professional*
 25 *Appraisal Practice.*

1 (2) *APPROVAL.*—*In accordance with part*
2 *254.9(a)(1) of title 36, Code of Federal Regulations*
3 *(or any successor regulation), the appraiser shall be—*

4 *(A) acceptable to the Secretary and Yavapai*
5 *Ranch; and*

6 *(B) a contractor, the clients of which shall*
7 *be the Secretary and Yavapai Ranch.*

8 (3) *REQUIREMENTS.*—*During the appraisal*
9 *process the appraiser shall—*

10 *(A) consider the effect on value of the Fed-*
11 *eral land or non-Federal land because of the ex-*
12 *istence of encumbrances on each parcel, includ-*
13 *ing—*

14 *(i) permitted uses on Federal land that*
15 *cannot be reasonably terminated before the*
16 *appraisal; and*

17 *(ii) facilities on Federal land that can-*
18 *not be reasonably removed before the ap-*
19 *praisal; and*

20 *(B) determine the value of each parcel of*
21 *Federal land and non-Federal land (including*
22 *the value of each individual section of the inter-*
23 *mingled Federal and non-Federal land of the*
24 *Yavapai Ranch) as an assembled transaction*
25 *consistent with the applicable provisions of parts*

1 254.5 and 254.9(b)(1)(v) of title 36, Code of Fed-
2 eral Regulations (or any successor regulation).

3 (4) *DISPUTE RESOLUTION.*—A dispute relating
4 to the appraised values of the Federal land or non-
5 Federal land following completion of the appraisal
6 shall be processed in accordance with—

7 (A) section 206(d) of the Federal Land Pol-
8 icy and Management Act of 1976 (43 U.S.C.
9 1716(d)); and

10 (B) part 254.10 of title 36, Code of Federal
11 Regulations (or any successor regulation).

12 (5) *APPRAISAL PERIOD.*—After the final ap-
13 praised values of the Federal land and non-Federal
14 land have been reviewed and approved by the Sec-
15 retary or otherwise determined in accordance with the
16 requirements of paragraph (4), the final appraised
17 values—

18 (A) shall not be reappraised or updated by
19 the Secretary before the completion of the land
20 exchange; and

21 (B) shall be considered to be the values of
22 the Federal land and non-Federal land on the
23 date of the transfer of title.

24 (6) *AVAILABILITY.*—In accordance with the pol-
25 icy of the Forest Service, and to ensure the timely

1 *and full disclosure of the appraisals to the public, the*
 2 *appraisals approved by the Secretary shall be made*
 3 *available for public inspection in the Offices of the*
 4 *Supervisors for Prescott, Coconino, and Kaibab Na-*
 5 *tional Forests.*

6 *(c) EQUALIZATION OF VALUES.—*

7 *(1) SURPLUS OF NON-FEDERAL LAND.—*

8 *(A) IN GENERAL.—If, after any adjustments*
 9 *are made to the non-Federal land or Federal*
 10 *land under subsection (c) or (d) of section 4, the*
 11 *final appraised value of the non-Federal land ex-*
 12 *ceeds the final appraised value of the Federal*
 13 *land, the Federal land and non-Federal land*
 14 *shall be adjusted in accordance with subpara-*
 15 *graph (B) until the values are approximately*
 16 *equal.*

17 *(B) ADJUSTMENTS.—An adjustment re-*
 18 *ferred to in subparagraph (A) shall be accom-*
 19 *plished by beginning at the east boundary of sec-*
 20 *tion 30, T. 20 N., R. 6 W., Gila and Salt River*
 21 *Base and Meridian, Yavapai County, Arizona,*
 22 *and adding to the Federal land in $\frac{1}{8}$ section in-*
 23 *crements (N–S 64th line) and lot lines across the*
 24 *section, while deleting in the same increments*
 25 *portions of sections 19 and 31, T. 20 N., R. 6*

W., Gila and Salt River Base and Meridian,
Yavapai County, Arizona, to establish a linear
and continuous boundary that runs north to
south across the sections.

(2) *SURPLUS OF FEDERAL LAND.*—

(A) *IN GENERAL.*—If, after any adjustments
are made to the non-Federal land or Federal
land under subsection (c) or (d) of section 4, the
final appraised value of the Federal land exceeds
the final appraised value of the non-Federal
land, the Federal land and non-Federal land
shall be adjusted in accordance with subpara-
graph (B) until the values are approximately
equal.

(B) *ADJUSTMENTS.*—Adjustments under
subparagraph (A) shall be made in the following
order:

(i) *Beginning at the south boundary of
section 31, T. 20 N., R. 5 W., Gila and Salt
River Base and Meridian, Yavapai County,
Arizona, and sections 33 and 35, T. 20 N.,
R. 6 W., Gila and Salt River Base and Me-
ridian, Yavapai County, by adding to the
non-Federal land to be conveyed to the
United States in 1/8 section increments (E—*

W 64th line) while deleting from the conveyance to Yavapai Ranch Federal land in the same incremental portions of section 32, T. 20 N., R. 5 W., Gila and Salt River Base and Meridian, Yavapai County, Arizona, and sections 32, 34, and 36, in T. 20 N., R. 6 W., Gila and Salt River Base and Meridian, Yavapai County, Arizona, to establish a linear and continuous boundary that runs east to west across the sections.

(ii) By deleting the following parcels:

(I) The Wetzel School parcel identified on the map described in section 4(a)(2)(B)(ii).

(II) The Williams Sewer parcel identified on the map described in section 4(a)(2)(C).

(III) That part of the Williams Railroad parcel identified on the map described in section 4(a)(2)(C) that lies south of Business I-40.

(IV) A portion of the Cottonwood/Clarkdale Federal Lands identified on the map described in Section 4(a)(2)(E) and further described as the

1 *S^{1/2}S^{1/2} of Section 8, Township 15*
2 *North, Range 3 East, Gila and Salt*
3 *River Base and Meridian, Yavapai*
4 *County, Arizona.*

5 *(V) The Buckskinner Park parcel*
6 *identified on the map described in sec-*
7 *tion 4(a)(2)(C).*

8 *(VI) Approximately 316 acres of*
9 *the Camp Verde Federal Land-General*
10 *Crook Parcel identified on the map de-*
11 *scribed in Section 4(a)(2)(D) and fur-*
12 *ther described as Lots 1, 5, and 6 and*
13 *the NE^{1/4}NE^{1/4} of Section 26, and the*
14 *N^{1/2}N^{1/2} of Section 27, Township 14*
15 *North, Range 4 East, Gila and Salt*
16 *River Base and Meridian, Yavapai*
17 *County, Arizona.*

18 *(VII) A portion of the Cotton-*
19 *wood/Clarkdale Federal Lands identi-*
20 *fied on the map described in section*
21 *4(a)(2)(E) and further described as the*
22 *N^{1/2}S^{1/2} of Section 8, Township 15*
23 *North, Range 3 East, Gila and Salt*
24 *River Base and Meridian, Yavapai*
25 *County, Arizona.*

1 (VIII) *Approximately 314 acres of*
2 *the Camp Verde Federal Land-General*
3 *Crook Parcel identified on the map de-*
4 *scribed in section 4(a)(2)(D) and fur-*
5 *ther described as Lots 2, 7, 8 and 9*
6 *and the SE¹/₄NE¹/₄ of Section 26, and*
7 *the S¹/₂N¹/₂ of Section 27, Township 14*
8 *North, Range 4 East, Gila and Salt*
9 *River Base and Meridian, Yavapai*
10 *County, Arizona.*

11 (IX) *The Mt. Elden parcel identi-*
12 *fied on the map described in section*
13 *4(a)(2)(B)(ii).*

14 (C) *MODIFICATIONS—By mutual agreement*
15 *by the Secretary and the Yavapai Ranch, the*
16 *land and acreage in subclauses (I) through (IX)*
17 *may be modified to conform with a survey ap-*
18 *proved by the Bureau of Land Management or to*
19 *leave the United States with manageable post-ex-*
20 *change land and boundaries.*

21 (3) *ADDITIONAL EQUALIZATION OF VALUES.—If,*
22 *after the values are adjusted in accordance with para-*
23 *graph (1) or (2), the values of the Federal land and*
24 *non-Federal land are not equal, then the Secretary*
25 *and Yavapai Ranch may by agreement adjust the*

1 *acreage of the Federal land and non-Federal land*
2 *until the values of that land are equal.*

3 *(d) CASH EQUALIZATION.—*

4 *(1) IN GENERAL.—After the values of the non-*
5 *Federal and Federal land are equalized to the max-*
6 *imum extent practicable under subsection (c), any*
7 *balance due the Secretary or Yavapai Ranch shall be*
8 *paid—*

9 *(A) through cash equalization payments*
10 *under section 206(b) of the Federal Land Policy*
11 *and Management Act of 1976 (43 U.S.C.*
12 *1716(b)); or*

13 *(B) in accordance with standards estab-*
14 *lished by the Secretary and Yavapai Ranch.*

15 *(2) LIMITATION.—*

16 *(A) ADJUSTMENTS.—If the value of the Fed-*
17 *eral land exceeds the value of the non-Federal*
18 *land by more than \$50,000, the Secretary and*
19 *Yavapai Ranch shall, by agreement, delete addi-*
20 *tional Federal land from the exchange until the*
21 *values of the Federal land and non-Federal land*
22 *are equal.*

23 *(B) DEPOSIT.—Any amounts received by*
24 *the United States under this Act—*

- 1 (i) shall be deposited in a fund estab-
 2 lished under Public Law 90–171 (16 U.S.C.
 3 484a) (commonly known as the “Sisk Act”);
 4 and
 5 (ii) shall be available, without further
 6 appropriation, for the acquisition of land or
 7 interests in land for National Forest System
 8 purposes in the State of Arizona.

9 **SEC. 6. MISCELLANEOUS PROVISIONS.**

10 (a) *REVOCATION OF ORDERS.*—Any public orders
 11 withdrawing any of the Federal land from appropriation
 12 or disposal under the public land laws are revoked to the
 13 extent necessary to permit disposal of the Federal land.

14 (b) *WITHDRAWAL OF FEDERAL LAND.*—The Federal
 15 land is withdrawn from all forms of entry and appropria-
 16 tion under the public land laws, including the mining and
 17 mineral leasing laws and the Geothermal Steam Act of 1970
 18 (30 U.S.C. 1001 et seq.), until the date on which the ex-
 19 change of Federal land and non-Federal land is completed.

20 (c) *SURVEYS, INVENTORIES, AND CLEARANCES.*—Be-
 21 fore completing the exchange of Federal land and non-Fed-
 22 eral land under this Act, the Secretary shall carry out land
 23 surveys and preexchange inventories, clearances, reviews,
 24 and approvals relating to hazardous materials, threatened

1 *and endangered species, cultural and historic resources, and*
 2 *wetlands and floodplains.*

3 *(d) COSTS OF IMPLEMENTING THE EXCHANGE.—*

4 *(1) IN GENERAL.—*

5 *(A) The United States shall bear the costs*
 6 *or other responsibilities or requirements associ-*
 7 *ated with land surveys, title searches, archeo-*
 8 *logical and cultural surveys and salvage, re-*
 9 *moval of encumbrances and curing title defi-*
 10 *ciencies necessary to bring the Federal land into*
 11 *a condition where it is acceptable for exchange*
 12 *purposes.*

13 *(B) Yavapai Ranch shall bear the costs or*
 14 *other responsibilities or requirements associated*
 15 *with land surveys, title searches, archeological*
 16 *and cultural surveys and salvage, removal of en-*
 17 *cumbrances and curing title deficiencies nec-*
 18 *essary to bring the non-Federal land into a con-*
 19 *dition where it is acceptable for exchange pur-*
 20 *poses.*

21 *(2) INELIGIBLE REIMBURSEMENTS.—No amount*
 22 *paid by Yavapai Ranch under this subsection shall be*
 23 *eligible for reimbursement under section 206(f) of the*
 24 *Federal Land Policy and Management Act of 1976*
 25 *(43 U.S.C. 1716(f)).*

1 (e) *TIMING.*—*It is the intent of Congress that the ex-*
2 *change of Federal land and non-Federal land directed by*
3 *this Act be completed not later than 18 months after the*
4 *date of enactment of this Act.*

5 (f) *CONTRACTORS.*—

6 (1) *IN GENERAL.*—*If the Secretary lacks ade-*
7 *quate staff or resources to complete the exchange by*
8 *the date specified in subsection (e), the Yavapai*
9 *Ranch may contract with independent third-party*
10 *contractors to carry out any work necessary to com-*
11 *plete the exchange by that date, subject to the mutual*
12 *agreement of the Secretary and the Yavapai Ranch on*
13 *the contractor or contractors, scope of work, estimated*
14 *cost of work, and approval of any such work by the*
15 *Secretary.*

16 (2) *REIMBURSEMENT.*—*In the event that*
17 *Yavapai Ranch contracts with independent third*
18 *party contractors to carry out or complete any re-*
19 *sponsibilities or requirements that would be per-*
20 *formed by the Secretary but for the lack of adequate*
21 *staff or resources, then the Secretary shall reimburse*
22 *Yavapai Ranch for Yavapai Ranch's costs or expenses*
23 *for such contractors in accordance with section 206(f)*
24 *of the Federal Land Policy and Management Act of*
25 *1976 (43 U.S.C. 1716(f)).*

1 **SEC. 7. STATUS AND MANAGEMENT OF LAND AFTER EX-**
 2 **CHANGE.**

3 (a) *IN GENERAL.*—*Non-Federal land acquired by the*
 4 *United States under this Act—*

5 (1) *shall become part of the Prescott National*
 6 *Forest; and*

7 (2) *shall be administered by the Secretary in ac-*
 8 *cordance with—*

9 (A) *this Act;*

10 (B) *the laws (including regulations) appli-*
 11 *cable to the National Forest System; and*

12 (C) *other authorized uses of the National*
 13 *Forest System.*

14 (b) *MANAGEMENT PLAN.*—

15 (1) *IN GENERAL.*—*Acquisition of the non-Federal*
 16 *land under this Act shall not require a revision or*
 17 *amendment to the Management Plan.*

18 (2) *AMENDMENT OR REVISION.*—*If the Manage-*
 19 *ment Plan is amended or revised after the date of ac-*
 20 *quisition of non-Federal land under this Act, the*
 21 *Management Plan shall be amended to reflect the ac-*
 22 *quisition of the non-Federal land.*

23 (c) *POST-EXCHANGE MANAGEMENT OF CERTAIN*
 24 *LAND.*—

25 (1) *IN GENERAL.*—*On acquisition by the United*
 26 *States, the non-Federal land acquired by the United*

1 *States and any adjoining National Forest System*
 2 *land shall be managed in accordance with—*

3 *(A) paragraphs (2) through (6); and*

4 *(B) the laws (including regulations) gen-*
 5 *erally applicable to National Forest System*
 6 *land.*

7 *(2) PROTECTION OF NATURAL RESOURCES.—The*
 8 *non-Federal land shall be managed in a manner that*
 9 *maintains the species, character, and natural values*
 10 *of the land, including—*

11 *(A) deer, pronghorn antelope, wild turkey,*
 12 *mountain lion, and other resident wildlife and*
 13 *native plant species;*

14 *(B) suitability for livestock grazing; and*

15 *(C) aesthetic values.*

16 *(3) GRAZING.—Each area located in the Yavapai*
 17 *Ranch grazing allotment as of the date of enactment*
 18 *of this Act shall—*

19 *(A) remain in the Yavapai Ranch grazing*
 20 *allotment; and*

21 *(B) continue to be subject to grazing in ac-*
 22 *cordance with the laws (including regulations)*
 23 *generally applicable to domestic livestock grazing*
 24 *on National Forest System land.*

25 *(4) ROADS.—*

1 (A) *IMPROVEMENT AND MAINTENANCE.*—
 2 *The Secretary shall maintain or improve a sys-*
 3 *tem of roads and trails on the non-Federal land*
 4 *to provide opportunities for hunting, motorized*
 5 *and nonmotorized recreation, and other uses of*
 6 *the land by the public.*

7 (B) *PUBLIC ACCESS ROAD.*—

8 (i) *CONSTRUCTION.*—*The Secretary*
 9 *shall improve or construct a public access*
 10 *road linking Forest Road 7 (Pine Creek*
 11 *Road) to Forest Road 1 (Turkey Canyon*
 12 *Road) through portions of sections 33, 32,*
 13 *31, and 30, T. 19 N., R. 6 W., Gila and*
 14 *Salt River Base and Meridian.*

15 (ii) *EXISTING ROAD.*—*The existing*
 16 *road linking Pine Creek and Gobbler Knob*
 17 *shall—*

18 (I) *until the date on which the*
 19 *new public access road is completed,*
 20 *remain open; and*

21 (II) *after the date on which the*
 22 *new public access road is completed, be*
 23 *obliterated.*

24 (C) *EASEMENTS.*—

1 (i) *IN GENERAL.*—On completion of the
 2 land exchange under this Act, the Secretary
 3 and Yavapai Ranch shall grant each other
 4 at no charge reciprocal easements for in-
 5 gress, egress, and utilities across, over, and
 6 through—

7 (I)(aa) the routes depicted on the
 8 map entitled “Yavapai Ranch Land
 9 Exchange Road and Trail Ease-
 10 ments—Yavapai Ranch Area” dated
 11 April 2002; and

12 (bb) any other inholdings retained
 13 by the United States or Yavapai
 14 Ranch; or

15 (II) any relocated routes that are
 16 agreed to by the Secretary and
 17 Yavapai Ranch.

18 (ii) *REQUIREMENTS.*—An easement de-
 19 scribed in clause (i)—

20 (I) shall be unlimited, perpetual,
 21 and nonexclusive in nature; and

22 (II) shall run with and benefit the
 23 land of the grantee.

24 (iii) *RIGHTS OF GRANTEE.*—The rights
 25 of the grantee shall extend to—

1 (I) *any successors-in-interest, as-*
 2 *signs, and transferees of Yavapai*
 3 *Ranch; and*

4 (II) *in the case of the Secretary,*
 5 *members of the general public, as deter-*
 6 *mined to be appropriate by the Sec-*
 7 *retary.*

8 (5) *TIMBER HARVESTING.—*

9 (A) *IN GENERAL.—Except as provided in*
 10 *subparagraph (B), timber harvesting for com-*
 11 *modity production shall be prohibited on the*
 12 *non-Federal land.*

13 (B) *EXCEPTIONS.—Timber harvesting may*
 14 *be conducted on the non-Federal land if the Sec-*
 15 *retary determines that timber harvesting is nec-*
 16 *essary—*

17 (i) *to prevent or control fires, insects,*
 18 *and disease through forest thinning or other*
 19 *forest management techniques;*

20 (ii) *to protect or enhance grassland*
 21 *habitat, watershed values, native plants,*
 22 *trees, and wildlife species; or*

23 (iii) *to improve forest health.*

24 (6) *WATER IMPROVEMENTS.—Nothing in this*
 25 *Act prohibits the Secretary from authorizing or con-*

1 *structing new water improvements in accordance with*
2 *the laws (including regulations) applicable to water*
3 *improvements on National Forest System land for—*

4 *(A) the benefit of domestic livestock or wild-*
5 *life management;*

6 *(B) the improvement of forest health or for-*
7 *est restoration; or*

8 *(C) other National Forest purposes.*

9 *(d) MAPS.—*

10 *(1) IN GENERAL.—The Secretary and Yavapai*
11 *Ranch may correct any minor errors in the maps of,*
12 *legal descriptions of, or encumbrances on the Federal*
13 *land or non-Federal land.*

14 *(2) DISCREPANCY.—In the event of any discrep-*
15 *ancy between a map and legal description, the map*
16 *shall prevail unless the Secretary and Yavapai Ranch*
17 *agree otherwise.*

18 *(3) AVAILABILITY.—All maps referred to in this*
19 *Act shall be on file and available for inspection in the*
20 *Office of the Supervisor, Prescott National Forest,*
21 *Prescott, Arizona.*

22 *(e) EFFECT.—Nothing in this Act precludes, prohibits,*
23 *or otherwise restricts Yavapai Ranch from subsequently*
24 *granting, conveying, or otherwise transferring title to the*
25 *Federal land after its acquisition of the Federal land.*

1 **SEC. 8. CONVEYANCE OF ADDITIONAL LAND.**

2 (a) *IN GENERAL.*—*The Secretary shall convey to an*
 3 *individual or entity that represents the majority of land-*
 4 *owners with encroachments on the lot by quitclaim deed the*
 5 *parcel of land described in subsection (b).*

6 (b) *DESCRIPTION OF LAND.*—*The parcel of land re-*
 7 *ferred to in subsection (a) is lot 8 in section 11, T. 21 N.,*
 8 *R. 7 E., Gila and Salt River Base and Meridian, Coconino*
 9 *County, Arizona.*

10 (c) *AMOUNT OF CONSIDERATION.*—*In exchange for the*
 11 *land described in subsection (b), the individual or entity*
 12 *acquiring the land shall pay to the Secretary consideration*
 13 *in the amount of—*

14 (1) *\$2500; plus*

15 (2) *any costs of re-monumenting the boundary of*
 16 *land.*

17 (d) *TIMING.*—

18 (1) *IN GENERAL.*—*Not later than 90 days after*
 19 *the date on which the Secretary receives a power of*
 20 *attorney executed by the individual or entity acquir-*
 21 *ing the land, the Secretary shall convey to the indi-*
 22 *vidual or entity the land described in subsection (b).*

23 (2) *LIMITATION.*—*If, by the date that is 270*
 24 *days after the date of enactment of this Act, the Sec-*
 25 *retary does not receive the power of attorney described*
 26 *in paragraph (1)—*

1 (A) the authority provided under this sub-
2 section shall terminate; and

3 (B) any conveyance of the land shall be
4 made under Public Law 97–465 (16 U.S.C. 521c
5 et seq.).

6 **SEC. 9. COMPENSATION FOR PERSONS HOLDING GRAZING**
7 **PERMITS.**

8 Persons holding grazing permits for land transferred
9 into private ownership under this Act shall be compensated
10 in accordance with section 402(g) of the Federal Land Pol-
11 icy and Management Act of 1976 (43 U.S.C. 1752(g)).

Union Calendar No. 222

108TH CONGRESS
1ST SESSION

H. R. 2907

[Report No. 108-379]

A BILL

To provide for a land exchange in the State of Arizona between the Secretary of Agriculture and Yavapai Ranch Limited Partnership.

NOVEMBER 18, 2003

Reported with an amendment, committed to the Committee of the Whole House on the State of the Union, and ordered to be printed